

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM**

**AMENDMENT #3 TO THE  
SCRAP TIRE DISPOSAL/RECYCLING SERVICE CONTRACT  
BETWEEN THE CITY OF DURHAM AND CENTRAL CAROLINA HOLDING, LLC.**

This contract amendment ("Amendment #3") between the City of Durham ("City") and Central Carolina Holding, LLC ("Contractor") is dated and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**Amendment to the Existing Agreement.** The agreement between the parties entitled "Scrap Tire Disposal/Recycling Service" between the City of Durham and Central Carolina Holding, LLC dated October 1, 2002, referred to as the "Original Contract" has had two amendments for contract extensions as follows: first amended in October 2005 ("Amendment #1"), and again in October 2010 ("Amendment #2"). The Original Contract as amended is hereby further amended as follows:

1. The second paragraph addressing service dates and contract costs will be deleted in its entirety. It will be replaced with the following paragraph:

This is a service contract to provide the above service required by the City from October 1, 2013 to September 30, 2015. At the conclusion of the two year term, the contract may be renewed by the City for two additional 2-year renewal terms, with a possible maximum contract period of 9 years following the 2010 bid process. The City will pay the Contractor \$74.50 per ton for tire hauling and disposal. The sum to be paid by the City under this contract will be \$239,000 for each year of the contract, not to exceed a total Contract cost of \$2,324,085.22.

2. **A new Section 11, entitled, "E-Verify Compliance", will be added as follows:**

The Contractor represents and covenants that the Contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this Contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this Contract comply with NCGS 160A-20.1(b).

Except as amended herein, the Contract with all its terms and conditions is reaffirmed and remains in full force and effect.

IN WITNESS WHEREOF, the City and CENTRAL CAROLINA HOLDING, LLC have caused this Amendment #3 to the Scrap Tire Disposal/Recycling Service Contract to be executed under seal themselves or by their duly authorized agents or officers.

CENTRAL CAROLINA HOLDING, LLC

By:

\_\_\_\_\_

Title: \_\_\_\_\_

CITY OF DURHAM

By:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Thomas J. Bonfield  
City Manager